

STATE OF ALABAMA)

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Shelby Cnty Judge of Probate, AL
02/24/1983 00:00:00 FILED/CERTIFIED

SHELBY COUNTY)

938

RESTRICTIONS - RESURVEY OF CANDLEWOOD

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, Roy Martin Construction, Inc. is the owner of Lots 1 through 6, Resurvey of Candlewood, heretofore recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, Page 104. The owner herewith places the following restrictions on said lots:

1. Land Use. No lot shall be used except for single-family residential purposes.

2. Architectural Control. No buildings shall be placed, erected or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, its designated representative or successor as set out in Paragraph 3, as to quality of workmanship and material, harmony of external design with existing structures and as to location with the respect of topography and finished grade elevation.

3. Membership - Architectural Control Committee. The Architectural Control Committee is composed of Roy L. Martin. The Committee may designate a representative to act for it. In the event of the death of Roy L. Martin, the Committee shall be composed of a majority of the Board of Directors of Roy Martin Construction, Inc., or a representative appointed by said Corporation.

4. Procedure - Architectural Control Committee Approval. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. Building Quality. No structure shall be permitted of an inferior material or workmanship, it being the intention and purpose of the covenants to insure that all structures shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. No cement blocks used in buildings or retaining walls are to be left exposed, painted or unpainted. All yards must be sprigged in the front and sides. No structure shall be located nearer the highway than the thirty-five foot (35') building line.

6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Crops. No lot shall be cultivated for crops of any sort except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.

Roy Martin

Roy, Box 420

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8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Fences. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house, except these specifically approved in writing by the Architectural Control Committee.

10. Mail or Paper Box. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

11. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Oil and Mining Operations. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Severability. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any one of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner has caused these Restrictions to be executed and subscribed on this the 23 day of January, 1983.

ROY L. MARTIN, INC.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 FEB 24 AM 10:23

ROY MARTIN CONSTRUCTION, INC.

By: Roy L. Martin
ROY L. MARTIN, Its President

Shelby County, AL
CLERK OF PROBATE

Dec 3.00

Jud 1.00

4.00